

1 LESTER, CANTRELL & KRAUS, LLP  
2 Matthew J. Kraus [SBN 260815]  
3 Paul J. Johnson [SBN 320642]  
4 1770 Iowa Avenue, Suite 110  
5 Riverside, California 92507  
6 Telephone: (951) 300-2690  
7 Facsimile: (951) 300-2694  
8 [mkraus@lc-lawyers.com](mailto:mkraus@lc-lawyers.com)  
9 [pjohnson@lc-lawyers.com](mailto:pjohnson@lc-lawyers.com)

10 Attorneys for Defendant, BLACK & DECKER (U.S.) INC.

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 GILBERT VARELA AND NADINE  
14 VARELA,

15 Plaintiff,

16 vs.

17 BLACK & DECKER (U.S.), INC. DBA  
18 DEWALT INDUSTRIAL TOOL CO.;  
19 WORTHE REAL ESTATE GROUP, INC.;  
20 AND DOES 1 to 100,

21 Defendants.

22 ) **CASE NO.: 2:24-cv-09843 MCS(PDx)**  
23 )  
24 ) **STIPULATED PROTECTIVE**  
25 ) **ORDER**  
26 )  
27 ) ASSIGNED FOR ALL PURPOSES TO:  
28 ) Hon. Mark C. Scarsi  
1 ) Courtroom: 7C  
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## **1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## **2. GOOD CAUSE STATEMENT**

This action is likely to involve (i) private or confidential personal information, (ii) information received in confidence from third parties, and (iii) trade secrets and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Specifically, confidential and proprietary technical documents of Defendant Black & Decker (U.S.) Inc. warrant protection. Defendant Black & Decker (U.S.) Inc.'s competitive advantage that exists through keeping such information private would be harmed if the information in these documents was released to the public. Such documents include the documents listed below and similar documents:

1. Engineering documents relating to the Defendant's Job Site Table Saw (DWE7480), including engineering drawings and schematics, and

2.  
**STIPULATED PROTECTIVE  
ORDER**

any testing, including the UL Report for the DWE7480 manufactured in 2017, and development documents that may be available, pertinent to the allegations of defect in this case.

2. Quality Control documentation relating to the DWE7480 manufactured in 2017.

Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

3. **DEFINITIONS**

3.1 Action: This pending federal law suit which is Case Number 2:24-cv-09843 MCS(PDx)

3.2 Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection

1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
2 Cause Statement.

3       3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
4 support staff).

5       3.5 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8       3.6 Disclosure or Discovery Material: all items or information, regardless of  
9 the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced or  
11 generated in disclosures or responses to discovery in this matter.

12       3.7 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
14 an expert witness or as a consultant in this Action.

15       3.8 House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18       3.9 Non-Party: any natural person, partnership, corporation, association, or  
19 other legal entity not named as a Party to this action.

20       3.10 Outside Counsel of Record: attorneys who are not employees of a party  
21 to this Action but are retained to represent or advise a party to this Action and have  
22 appeared in this Action on behalf of that party or are affiliated with a law firm which  
23 has appeared on behalf of that party, and includes support staff.

24       3.11 Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

1           3.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           3.13 Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           3.14 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           3.15 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

11           **4. SCOPE**

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations by Parties or their Counsel that might reveal Protected Material.  
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18           Any use of Protected Material at trial shall be governed by the orders of the  
19 trial judge. This Order does not govern the use of Protected Material at trial.

20           **5. DURATION**

21           Even after final disposition of this litigation, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Designating Party agrees  
23 otherwise in writing or a court order otherwise directs. Final disposition shall be  
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
25 or without prejudice; and (2) final judgment herein after the completion and  
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
27 including the time limits for filing any motions or applications for extension of time  
28 pursuant to applicable law.

## **6. DESIGNATING PROTECTED MATERIAL**

## 6.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**6.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that

1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
9 it wants copied and produced, the Producing Party must determine which documents,  
10 or portions thereof, qualify for protection under this Order. Then, before producing  
11 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
12 legend” to each page that contains Protected Material. If only a portion or portions of  
13 the material on a page qualifies for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins).

16 (b) for deposition testimony that involves a disclosure of Protected Material,  
17 the Designating Party shall have until thirty (30) days after receipt of the final  
18 deposition transcript within which to inform all other parties that portions of the  
19 transcript are to be designated Confidential, which period may be extended by  
20 agreement of the parties. No such deposition transcript shall be disclosed to any  
21 individual other than the deponent, Outside Counsel of Record, Experts, Professional  
22 Vendors, and the Court and court personnel during these thirty (30) days, and no  
23 individual attending such a deposition shall disclose the contents of the deposition to  
24 any individual other than to the deponent, Outside Counsel of Record, Experts,  
25 Professional Vendors, or the Court and court personnel during said thirty (30) days.  
26 Upon being informed that certain portions of a deposition are to be designated as  
27 Confidential, all parties shall immediately cause each copy of the transcript in its  
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1 custody or control to be appropriately marked and limit disclosure of that portion of  
2 the transcript accordingly.

3 (c) for information produced in some form other than documentary and for any  
4 other tangible items, that the Producing Party affix in a prominent place on the  
5 exterior of the container or containers in which the information is stored the legend  
6 "CONFIDENTIAL." If only a portion or portions of the information warrants  
7 protection, the Producing Party, to the extent practicable, shall identify the protected  
8 portion(s).

9       6.3     Inadvertent Failures to Designate. To the extent consistent with  
10 applicable law, the inadvertent or unintentional disclosure of Protected Material that  
11 should have been designated as such, regardless of whether the information,  
12 document, or thing was so designated at the time of disclosure, shall not be deemed a  
13 waiver in whole or in part of a party's claim of confidentiality, either as to the  
14 specific information, document, or thing disclosed or as to any other material or  
15 information concerning the same or related subject matter. Such inadvertent or  
16 unintentional disclosure may be rectified by notifying in writing counsel for all  
17 Receiving Parties of the disclosed that the material should have been designated  
18 Confidential within a reasonable time after disclosure. Such notice shall constitute a  
19 designation of the information, document, or thing as Confidential under this  
20 Stipulated Protective Order.

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23       **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24       7.1     Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court's  
26 Scheduling Order. Counsel for the Challenging Party shall serve on the designating  
27 Party or Non-Party a written objection to such designation, which shall describe with  
28 particularity the documents or information in question and shall state the grounds for

1 objection. Counsel for the Designating Party or Non-Party shall respond in writing to  
2 such objection within fourteen (14) days after receipt of the objection, and shall state  
3 with particularity the grounds for asserting that the document or information is  
4 Confidential. If no timely written response is made to the objection, the challenged  
5 designation will be deemed to be void. If the Designating Party or Non-Party makes a  
6 timely response to such objection asserting the propriety of the designation, counsel  
7 shall then confer in good faith in an effort to resolve the dispute.

8       7.2    Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10      7.3    The burden of persuasion in any such challenge proceeding shall be on  
11 the Designating Party. Frivolous challenges, and those made for an improper purpose  
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
14 or withdrawn the confidentiality designation, all parties shall continue to afford the  
15 material in question the level of protection to which it is entitled under the Producing  
16 Party's designation until the Court rules on the challenge.

17       **8.    ACCESS TO AND USE OF PROTECTED MATERIAL**

18       8.1    Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such shall  
21 not be used by the Receiving Party for any business, commercial, competitive, personal  
22 or other purpose, and Protected Material may be disclosed only to the categories of  
23 persons and under the conditions described in this Order. When the Action has been  
24 terminated, a Receiving Party must comply with the provisions of section 14 below  
25 (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4       8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11          (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13          (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16           (d) the court and its personnel;

17           (e) court reporters and their staff;

18           (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21          (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23          (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
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1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may be  
3 separately bound by the court reporter and may not be disclosed to anyone except as  
4 permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7       **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
8 **PRODUCED IN OTHER LITIGATION**

9       If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL,” that Party must:

12       (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order;

14       (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena or  
16 order is subject to this Protective Order. Such notification shall include a copy of this  
17 Stipulated Protective Order; and

18       (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected. If the  
20 Designating Party timely seeks a protective order, the Party served with the subpoena  
21 or court order shall not produce any information designated in this action as  
22 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
23 order issued, unless the Party has obtained the Designating Party’s permission. The  
24 Designating Party shall bear the burden and expense of seeking protection in that  
25 court of its confidential material and nothing in these provisions should be construed  
26 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
27 directive from another court.

1           **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2           **PRODUCED IN THIS LITIGATION**

3           (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party's  
11 confidential information, then the Party shall:

12           (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement with  
14 a Non-Party;

15           (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
16 Order in this Action, the relevant discovery request(s), and a reasonably specific  
17 description of the information requested; and

18           (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party's confidential information responsive to the discovery request.  
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not  
24 produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.

1           **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order,  
8 and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10           **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
11           **OTHERWISE PROTECTED MATERIAL**

12           When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
16 may be established in an e-discovery order that provides for production without prior  
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
18 parties reach an agreement on the effect of disclosure of a communication or  
19 information covered by the attorney-client privilege or work product protection, the  
20 parties may incorporate their agreement in the stipulated protective order submitted to  
21 the court.

22           **13. MISCELLANEOUS**

23           13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25           13.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4       13.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the  
7 specific Protected Material at issue. If a Party's request to file Protected Material  
8 under seal is denied by the court, then the Receiving Party may file the information in  
9 the public record unless otherwise instructed by the court.  
10

11       13.4 Use of Protected Material Before the Court. If the need arises during trial  
12 or at any proceedings before the Court for any Party to disclose Protected Material, it  
13 may do so only after giving notice to the Producing Party, and as directed by the  
14 Court.

15       13.5 Waiver or Modification of this Order. This Protective Order may not be  
16 waived, modified, abandoned or terminated, in whole or part, except by an instrument  
17 in writing signed by the parties and so-ordered by the Court. If any provisions of this  
18 Stipulated Protective Order shall be held invalid for any reason whatsoever, the  
19 remaining provisions shall not be affected thereby.

20       **14. FINAL DISPOSITION**

21       After the final disposition of this Action, as defined in section 5 (Duration)  
22 within 60 days of a written request by the Designating Party, each Receiving Party  
23 must return all Protected Material to the Producing Party or destroy such material. As  
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
25 compilations, summaries, and any other format reproducing or capturing any of the  
26 Protected Material. Whether the Protected Material is returned or destroyed, the  
27 Receiving Party must submit a written certification to the Producing Party (and, if not  
28 the same person or entity, to the Designating Party) by the 60 day deadline that (1)

1 identifies (by category, where appropriate) all the Protected Material that was  
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
3 copies, abstracts, compilations, summaries or any other format reproducing or  
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
5 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
6 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
7 exhibits, expert reports, attorney work product, and consultant and expert work  
8 product, even if such materials contain Protected Material. Any such archival copies  
9 that contain or constitute Protected Material remain subject to this Protective Order as  
10 set forth in Section 5 (DURATION).

## **15. VIOLATIONS OF THIS ORDER**

15. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 21, 2025

Patricia Donahue

**Patricia Donahue  
United States Magistrate Judge**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty  
5 of perjury that I have read in its entirety and understand the Stipulated Protective  
6 Order that was issued by the United States District Court for the Central District of  
7 California on \_\_\_\_\_ [date] in the case of Varela v. Black & Decker  
8 (U.S.) Inc. (Case No. 2:24-cv-09843 MCS(PDx)). I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment  
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
12 any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order. I further  
14 agree to submit to the jurisdiction of the United States District Court for the Central  
15 District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of  
17 this action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full  
19 address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_